INVITATION TO BID	OF I	BIDS WILL	BE PUBLICLY (OPENED:		
STATE OF LOUISIANA		APR 2	5, 2006	10:00 AM		
DIVISION OF ADMINISTRATION	1 21					
OFFICE OF STATE PURCHASING	RANDON STATE	PURCHASING	G AGENCY NO. :	107001		
FILL IN VENDOR NUMBER (FEIN), NAMADDRESS ABOVE, BEFORE SUBMITT		SEE NO. 8 2206595 OFFICE OF SOFFICE OF SOF	04/25/06 STATE PURCHASIN E BOX 94095 GE, LA 70804-9095 : CON E : (225 : 03/22 : 4150 OBATION AND PAR NO. : 415- : 1286 NE : (226	JRN BID TO 10:00 AM N10110Q G G INIE SPANN 342-5258 9/06 00 FOLD HERE> IOLE 70001		
		FISCAL YEAR CLASS/SUBCL SCHEDULED B SCHEDULED E T-NUMBER	ASS : 6808 BEGIN DATE : 00/0	0/00		
ELECTRONIC MONITORING: VOICE VERIFICATION TRACKING - P&P/DEPT OF CORRECTIONS	ON					
	PLETED BY VEN	IDOR				
1. PLEASE REMOVE FROM THIS COMMODITY CODE. 2. DELIVERY WILL BE MADE IN THIS NUMBER OF DAYS AFTER RECEIPT OF ORDER. 3. % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY (30) DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. 4. BID BOND ATTACHED, CERTIFIED CHECK ATTACHED, OTHER, IF REQUIRED. 5. BID REFERENCE NUMBER. (THIS NUMBER WILL APPEAR ON RESULTING ORDER OR CONTRACT).						
INSTRUCTIO	ONS TO BIDDER	s				
READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPE ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS		R OTHER FORMS OF ALTERAT	TION TO UNIT PRICES SHO	OULD BE		
INITIALED BY THE BIDDER. 3. THIS BID IS TO BE MANUALLY SIGNED IN INK. FOLD HERE-> 4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D" REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER. 5. AMOUNT OF BID BOND REQUIRED:						
6. AMOUNT OF PERFORMANCE BOND, IF REQUIRED. 7. DESIRED DELIVERY: 030DAYS ARO		0% OF BID.				
TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHO THE BID OPENING DATE AND THE BID NUMBER, OR SUBMITTED IN THE SP				D WITH		
BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE ST PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDAR	TATE OF LOUIS	ANA INCLUDING BUT NOT LIMI	ITED TO L.R.S. 39:1551-17			
IN THIS SOLICITATION. 10. IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE						
SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITH BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.30). ALL BID I	OUT COLLUSIO	N OR FRAUD. THIS BID IS TO E	BE MANUALLY SIGNED IN	INK		
VENDOR PHONE NUMBER: TI FAX NUMBER:	ITLE		DATE			
SIGNATURE OF AUTHORIZED BIDDER - SEE NO. 30, PAGE 3.	T K	IAME OF BIDDER				
(MUST BE SIGNED)		TYPED OR PRINTED)				

1 1

STANDARD TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2206595 OPEN DATE: 04/25/06 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 2

11 ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE AND ADDRESS SHOWN ABOVE.

12. CONFERENCE:

NA

NA

NA

13. BID FORMS.

ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH, FORMS PROVIDED, PROPERLY SIGNED (SEE NO. 30). BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED:

- A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND;
- B. BID FILLED OUT IN PENCIL; AND
- C. BID NOT SUBMITTED ON THE STATE'S STANDARD FORMS.

BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.

TELEGRAPHIC AND FAX ALTERATIONS TO BIDS RECEIVED BEFORE BID OPENING TIME WILL BE CONSIDERED PROVIDED FORMAL BID AND WRITTEN ALTERATION HAVE BEEN RECEIVED AND TIME-STAMPED BEFORE BID OPENING TIME. ENTIRE BID SHOULD BE RETURNED, EXCEPT ITEM PAGES NOT RID.

14. STANDARDS OF QUALITY.

ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFOMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.

15. DESCRIPTIVE INFORMATION.

BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR STATE OF LOUISIANA TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATIONS SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEM(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.

16. BID OPENING.

BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING THE STATE OF LOUISIANA DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.

17. AWARDS.

THE STATE OF LOUISIANA RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED OR ON AN ALL-OR-NONE BASIS AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.

18. PRICES

UNLESS OTHERWISE SPECIFIED BY THE STATE OF LOUISIANA IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.

19. DELIVERIES.

BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.

20. TAXES

VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. STATE AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.

STANDARD TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2206595 OPEN DATE: 04/25/06 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 3

21. NEW PRODUCTS.

UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.

22. CONTRACT RENEWALS.

UPON AGREEMENT OF THE STATE OF LOUISIANA AGENCY AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR 2 ADDITIONAL 12-MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 36 MONTHS.

23. CONTRACT CANCELLATION.

THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE, INCLUDING BUT NOT LIMITED TO, THE FOLLOWING: (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION, CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT.

24. DEFAULT OF CONTRACTOR.

FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT.
WHERE THE STATE HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE STATE RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS
OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT
PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.

25. ORDER OF PRIORITY.

IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

26. APPLICABLE LAW.

ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.

27. COMPLIANCE WITH CIVIL RIGHTS LAWS.

BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES, AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN STATUS, POLITICAL AFFILIATION, OR DISABILITIES. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

28. SPECIAL ACCOMMODATION.

ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

29. INDEMNITY.

CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, THE STATE, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE STATE, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

30. SIGNATURE AUTHORITY.

IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

- 1. A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE; OR
- 2. AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY A CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT; OR
- 3. OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY.

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2206595 OPEN DATE: 04/25/06 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE

1 BID DELIVERY INSTRUCTIONS FOR STATE PURCHASING:

BIDDERS ARE HEREBY ADVISED THAT THE U.S. POSTAL SERVICE DOES NOT MAKE DELIVERIES TO OUR PHYSICAL LOCATION.

BIDS MAY BE MAILED THROUGH THE U.S. POSTAL SERVICE TO OUR BOX AT:
OFFICE OF STATE PURCHASING
P O BOX 94095
BATON ROUGE LA 70804-9095

BIDS MAY BE DELIVERED BY HAND OR COURIER SERVICE TO OUR PHYSICAL LOCATION AS FOLLOWS:

OFFICE OF STATE PURCHASING CLAIBORNE BUILDING, SUITE 2-160 1201 NORTH THIRD STREET BATON ROUGE, LA 70802

BIDDER IS SOLELY RESPONSIBLE FOR ENSURING THAT ITS COURIER SERVICE PROVIDER MAKES INSIDE DELIVERIES TO OUR PHYSICAL LOCATION. THE OFFICE OF STATE PURCHASING IS NOT RESPONSIBLE FOR ANY DELAYS CAUSED BY THE BIDDER'S CHOSEN MEANS OF BID DELIVERY.

BIDDER IS SOLELY RESPONSIBLE FOR THE TIMELY DELIVERY OF ITS BID. FAILURE TO MEET THE BID OPENING DATE & TIME SHALL RESULT IN REJECTION OF THE BID.

PUBLICIZING AWARDS. IN ACCORDANCE WITH L.A.C.34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THAT THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

**ATTENTION: **

RECEIPT OF A SOLICITATION OR AWARD CANNOT BE RELIED UPON AS AN ASSURANCE OF RECEIVING FUTURE SOLICITATIONS. IN ORDER TO RECEIVE FUTURE SOLICITATIONS/AWARDS FROM THIS OFFICE, YOU MUST ENROLL IN THE PROPER CATEGORY ON LAPAC OR ON STATE PURCHASING'S AGPS BIDDERS LIST. ENROLLMENT IN LAPAC IS FREE AND PROVIDES EMAIL NOTIFICATION OF BID OPPORTUNITIES BASED UPON COMMODITIES THAT YOU SELECT.

- 2 VENDOR'S FORMS. THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ISSUED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.
- 3 SUBSTITUTES. ONLY BRANDS AND NUMBERS STATED IN THE AWARD ARE APPROVED FOR DELIVERY UNDER THIS CONTRACT AND ANY SUBSTITUTION MUST RECEIVE PRIOR WRITTEN APPROVAL OF THE DIRECTOR OF STATE PURCHASING OR DESIGNEE.

SPECIAL TERMS & CONDITIONS		INVITATION TO BID			
NUMBER : 22 OPEN DATE: 04 T-NUMBER :	06595 /25/06 TIME: 10:00 AM	BIDDER:	PAGE 5		
5	SOLICITATION, THE BIDDER FOLLOWING AS APPLICABLE: ACT OF 1964, AS AMENDED EXECUTIVE ORDER 11246, AMENDED, THE VIETNAM ERA 1974, TITLE IX OF THE EI 1975, AND BIDDER AGREES WITH DISABILITIES ACT OF ITS EMPLOYMENT PRACTICES ENTERED INTO AS A RESULUCION, RELIGION, SEX, SI STATUS, POLITICAL AFFILISTATUTORY OBLIGATIONS WITTERMINATION OF ANY CONTROLICITATION. PREFERENCE. IN ACCORDANA A PREFERENCE MAY BE ALLOGOROWN, OR ASSEMBLED IN 100 YOU CLAIM THIS PREFERENCE.	GHTS LAWS. BY SUBMITTING AND SIGNING THIS RAGREES TO ABIDE BY THE REQUIREMENTS OF THE TITLE VI AND TITLE VII OF THE CIVIL RIGHTS BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL THE FEDERAL REHABILITATION ACT OF 1973, AS A VETERAN'S READJUSTMENT ASSISTANCE ACT OF TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS F 1990. BIDDER AGREES NOT TO DISCRIMINATE IN SO, AND WILL RENDER SERVICES UNDER ANY CONTRACT OF THIS SOLICITATION, WITHOUT REGARD TO RACE, EXUAL ORIENTATION, NATIONAL ORIGIN, VETERAN TATION, OR DISABILITIES. ANY ACT OF THE APPLICABLE, SHALL BE GROUNDS FOR RACT ENTERED INTO AS A RESULT OF THIS NOTE WITH LOUISIANA REVISED STATUTES 39:1595, DWED FOR PRODUCTS MANUFACTURED, PRODUCED, LOUISIANA OF EQUAL QUALITY.			
	PRODUCED, GROWN OR ASSEMMINE OF THE MORE SPACE IS DO YOU HAVE A LOUISIANA IF SO, DO YOU CERTIFY THE	LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, MBLED: S REQUIRED, INCLUDE ON SEPARATE SHEET.) BUSINESS WORKFORCE? YES NO HAT AT LEAST FIFTY PERCENT (50%) OF YOUR FORCE IS COMPRISED OF LOUISIANA RESIDENTS?			
		E INFORMATION MAY CAUSE ELIMINATION FROM ES SHALL NOT APPLY TO SERVICE CONTRACTS.			
6	CANCELLATION	DECEDUES MUE DIGUE MO CANGEL MUIS COMMDACE WITH			

- THE STATE OF LOUISIANA RESERVES THE RIGHT TO CANCEL THIS CONTRACT WITH THIRTY (30) DAYS WRITTEN NOTICE.
- 7 CERTIFICATION OF NO SUSPENSION OR DEBARMENT. BY SIGNING AND SUBMITTING ANY BID FOR \$100,000 OR MORE, THE BIDDER CERTIFIES THAT THEIR COMPANY, ANY SUBCONTRACTORS, OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN OMB CIRCULAR A-133.

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED

SPECIAL TERMS & CONDITIONS		INVITATION TO BID	
	NUMBER : 2206595 OPEN DATE: 04/25/06 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 6

VIA THE INTERNET AT WWW.EPLS.GOV

- 8 LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED UPON REQUEST; IF REQUESTED, LITERATURE AND/OR SPECIFICATIONS MUST BE SUBMITTED WITHIN SEVEN (7) DAYS.
- 9 COMPENSATION INSURANCE, PUBLIC LIABILITY, AND PROPERTY DAMAGE INSURANCE, AS OUTLINED BELOW, ARE REQUIRED IN THIS BID.

CONTRACTOR'S LIABILITY INSURANCE:

PROOF OF INSURANCE SHOULD BE SUPPLIED WITH THE BID AND WILL BE REQUIRED BEFORE WORK CAN COMMENCE.

INSURANCE COVERAGE SPECIFIED BELOW SHALL BE FURNISHED WITH THE FOLLOWING MINIMUM LIMITS:

COMPENSATION INSURANCE: THE CONTRACTOR AND SUBCONTRACTORS SHALL TAKE AND MAINTAIN DURING THE LIFE OF THE CONTRACT WORKMAN'S COMPENSATION INSURANCE FOR ALL OF THEIR EMPLOYEES EMPLOYED AT THE SITE OF THE PROJECT. IN CASE ANY CLASS OF EMPLOYEES ENGAGED IN HAZARDOUS WORK UNDER THE WORKMAN'S COMPENSATION STATUE, THE CONTRACTOR AND SUBCONTRACTOR SHALL PROVIDE EMPLOYER'S LIABILITY INSURANCE FOR THE PROTECTION OF THEIR EMPLOYEES NOT OTHERWISE PROTECTED.

PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE: COMPREHENSIVE PUBLIC GENERAL LIABILITY INSURANCE, INCLUDING BUT NOT LIMITED TO BODILY INJURY, PROPERTY DAMAGE, CONTRACTUAL LIABILITY, PRODUCTS LIABILITY, COMPLETED OPERATIONS AND OWNER'S PROTECTIVE LIABILITY WITH COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE WITH A MINIMUM AGGREGATE OF \$1,000,000.

LICENSED AND NON-LICENSED MOTOR VEHICLES: THE CONTRACTOR SHALL TAKE OUT AND MAINTAIN DURING THE LIFE OF THE CONTRACT, AUTOMOBILE PUBLIC LIABILITY INSURANCE IN AN AMOUNT NOT LESS THAN COMBINED SINGLE LIMITS OF \$500,000 PER OCCURRENCE FOR BODILY INJURY/PROPERTY DAMAGE. IF ANY NON-LICENSED MOTOR VEHICLES ARE ENGAGED IN OPERATIONS WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO PERFORM THEREUNDER, SUCH INSURANCE SHALL COVER THE USE OF ALL SUCH MOTOR VEHICLES ENGAGED IN OPERATING WITHIN THE TERMS OF THE CONTRACT ON THE SITE OF THE WORK TO BE PERFORMED THEREUNDER, UNLESS SUCH COVERAGE IS INCLUDED IN THE INSURANCE SPECIFIED.

- 10 BEFORE THIS CONTRACT IS ACCEPTABLE AND COMPLETE, SUCCESSFUL BIDDER SHALL CLEAN UP AND REMOVE FROM THE PREMISES ALL DEBRIS RESULTING FROM HIS WORK, AND SHALL SEE TO IT THAT ALL THE ITEMS FURNISHED ARE LEFT IN GOOD ORDER, CLEAN AND PROPERLY INSTALLED.
- 11 ANY ORDERS RESULTING FROM THIS SOLICITATION WILL BE PAID WITH NEW FY FUNDS, IF APPROPRIATED BY THE LEGISLATURE. DELIVERY CANNOT BE MADE PRIOR TO JULY 1 AND YOUR BID PRICES MUST BE FIRM FOR ACCEPTANCE AND DELIVERY ACCORDINGLY.

SPECIAL TERMS & CONDITIONS	INVITATION TO BID	
NUMBER : 2206595 OPEN DATE: 04/25/06 TIME: 10:00 AM T-NUMBER :	BIDDER:	PAGE 7

THE ABOVE QUANTITIES ARE ESTIMATED TO BE THE AMOUNT NEEDED. IN THE EVENT A GREATER OR LESSER QUANTITY IS NEEDED, THE RIGHT IS RESERVED BY THE STATE OF LOUISIANA TO INCREASE OR DECREASE THE AMOUNT, AT THE UNIT PRICE STATED IN THE BID.

13 AT THE OPTION OF THE STATE OF LOUISIANA AND ACCEPTANCE BY THE CONTRACTOR, THIS CONTRACT MAY BE EXTENDED FOR FOUR ADDITIONAL TWELVE (12) MONTH PERIODS AT THE SAME PRICE, TERMS AND CONDITIONS. TOTAL CONTRACT TIME MAY NOT EXCEED SIXTY (60) MONTHS.

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PRICE S	HEET	INVITATIO	JN 10 B	טו		
	: 2206595 : 04/25/06 TIME: 10:00 AM :	BIDDER:				PAGE 8
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDE	D TOTAL
	UNLESS SPECIFIED ELSEWHERE SHIP TO: PROBATION AND PAROLE P&P - BUSINESS OFFICE 504 MAYFLOWER STREET, BUILDING 6, 3RD FLOOR BATON ROUGE , LA 70802 TO AVOID DELAYS IN PAYMENT, THE ORIGINAL INVOICE MUST BE MAILED TO THE "BILL TO" ADDRESS ABOVE.					
00001	COMMODITY CODE: 680-87-000000	182500	OFFEN			
	TO ESTABLISH A CONTRACT TO PROVIDE: VOICE VERIFICATION TRACKING (ALTERNATIVE TO RANDOM SCHEDULED/SCHEDULED TRACKING)					
	SEE ITEM F OF SPECIFICATIONS.					
	OFFENDER'S VOICE IS CODED INTO SYSTEM AND CAN BE MONITORED BY VOICE PRINTING. OFFENDER IS CONTACTED RANDOMLY AT VARIOUS APPROVED LOCATIONS OR OFFENDER MAY BE REQUIRED TO CALL FROM AN APPROVED LOCATION. MINIMUM OF FIVE (5) INBOUND/OUTBOUND CALLS PER DAY.					
	CONTRACT PERIOD BEGINNING JULY 1, 2006 AND ENDING JUNE 30, 2007.					
	ESTIMATED QUANTITY FROM JULY 1, 2006 THROUGH JUNE 30, 2007 IS: 500 OFFENDERS/DAY X 365 DAYS = 182,500					
	PER THE ATTACHED SPECIFICATIONS					
	THE NUMBER OF OFFENDERS TO BE MONITORED DAILY IS ESTIMATED AT 400 BUT THE VENDOR MUST HAVE THE CAPABILITY OF MONITORING UP TO 1000 OFFENDERS PER DAY.					
	CONTRACTOR WILL PROVIDE AND MAINTAIN ALL EQUIPMENT TO DEPT OF CORRECTIONS, OFFICE OF PROBATION AND PAROLE AT THEIR EXPENSE					
	SPECIFY BRAND (& NUMBER IF APPLICABLE)					
	·					

PRICE SHEET INVITATION TO BID						
NUMBER	: 2206595 : 04/25/06 TIME: 10:00 AM	BIDDER: PAGE 9				
LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY FROM/TO	UNIT	UNIT PRICE	EXTENDED	TOTAL
					_	

SOL. #2206595 PAGE 10

SPECIFICATIONS

Vendor shall provide Voice Identification Tracking System (Central Host Computer System. Internet Access to Monitoring-Tracking Data/Tracking Services, and Electronic Monitoring-Tracking Equipment) for probationers and parolees identified by the Louisiana Department of Public Safety and Corrections, Division of Probation and Parole (LDPSC).

Probationers and parolees participating in the program that have their own telephone line will be responsible for maintaining their own residential telephone service.

The following are considered **minimum specifications** for Voice Identification Tracking. The bid shall indicate cost of providing equipment and service daily rate per offender.

A. General System Requirements

The system shall provide a means of electronically monitoring an offender's presence or absence at a designated location.

The system shall use standard telephone lines to communicate between the individual transmitter/receiver and/or tracking units and the host central computer.

The tracking technology should be fully integrated with the continuous signaling RF technology including:

- a) One unit of equipment for both continuous signaling and tracking.
- b) One software system should supervise both continuous signaling and tracking.
- c) All proposed technologies shall be provided on one report format for each participant enrolled.

Tracking capability that can "stand-alone" or provide information on offenders who no longer require continuous signaling RF but still require tracking.

Vendor should propose the manufacturer's latest generation of equipment. Outdated or previous generation equipment may result in rejection of the bid

The equipment bid should have proven use (to be verified with Vendor's references)

The exchange of monitoring/tracking information (including enrollment, data changes, monitoring/tracking reports, and terminations) between LDPSC officers and the Vendor's monitoring center facility shall occur via secure, real-time access by approximately 400 LDPSC officers using their existing LDPSC computers/Internet access. Internet access shall be browser-based. Internet access requiring LDPSC to load any third-party software onto LDPSC computers is prohibited and will be considered noncompliant.

B. Unit

The unit shall contain an internal clock with event memory to continue storing data with a time stamp all events and activities that may occur in the event the communication link with the central computer system is disrupted.

The unit shall be capable of receiving the offender status change. The following occurrences shall be time and data recorded upon occurrence and promptly reported to the central computer system:

- a) Loss and/or restoration of the homes' commercial power.
- b) Loss and/or restoration of the communication service (the disconnection event may be sent as soon as communication service is restored).

If no participant activity is detected within a preset time period or a maximum interval of every five hours, the receiving unit shall automatically communicate with the central computer. This report shall present a status on the participant's presence, if the unit is in tamper alert status, and indicates the home monitoring unit is connected and functioning properly.

The unit shall have a secure means to activate officer prompts for diagnostic purposes during initial activation. Access to initial diagnostics shall be disabled when the authorized person is not present.

C. Random/Scheduled Tracking

Random/scheduled tracking systems provided must be able to stand-alone and operate integrated with continuous signaling RF and meet the following minimum requirements:

The tracking system should provide tracking of the participant in multiple locations such as home, work, school and treatment through the use of any common landline telephone.

The tracking system, at a minimum, should track the participant randomly and on a schedule basis while at home and away. It must be capable of:

- a) Accurately verifying the presence of the participant/unit.
- b) Confirming the location/phone number of the participant/unit.
- c) Verifying the time of the tracking event.
- d) Performing both random alarms and scheduled contacts at predetermined locations and times. Refer to Section E, first paragraph: The vendor will provide Voice Identification System that will monitor offenders with random and scheduled phone calls.

LDPSC anticipates the average number of tracking contacts (for both Random and Scheduled) to be five (5) contacts per participant per day. The actual number will vary per participant depending on the level of supervision required. For the purpose of this procurement, LDPSC requires that the unit/day pricing for tracking be inclusive of, but not limited to: all participant enrollment, tracking contacts, data changes, and participant termination. Furthermore, LDPSC defines one (1) completed contact to collectively include <u>all</u> of the following:

- a) Any Vendor activity required generating a participant alarm soliciting the participant to report
- b) Participant's response to the alarm to confirm compliance.

c) The exchange of tracking information (including enrollment, data changes, monitoring/tracking reports, and terminations) between LDPSC officers and the Vendor's monitoring center facility shall occur via secure, real-time access by approximately 400 LDPSC officers using their existing LDPSC computers/Internet access. Internet access should be browser-based internet access requiring LDPSC to load any third-party software onto LDPSC computers will be considered noncompliant.

The system should have the ability to randomly alert the participant through a reliable form of notification and must continue to alert the participant until they respond.

The tracking system may enable the officer to set an optional quiet period when no alarms occur. The system should automatically randomize the number of alarms and the times alarms occur from day to day.

The participant shall be required to respond to the alert by following instructions given by the probation and parole officer. During the participant's contact, unit/participant identity shall be positively identified to the central monitoring station by an accurate method of positive identification.

The verification process should also confirm the participant's location via the use of Caller ID/Automatic Telephone Number Identification whereby, the computer will compare each telephone number the participant calls from against a listing of approved telephone numbers provided by the officer at enrollment.

For participants where Caller ID/Automatic Telephone Number Identification does not operate, the tracking system should automatically request the telephone number from the participant, hang up, then call the participant back at that number to verify.

The system must be able to identify and differentiate between: compliant responses, missed responses, late responses, system tampering/fraud, and unauthorized telephone numbers for officer investigation.

D. Central Computer Monitoring System. Software and Data Access

The vendor shall maintain one integrated central computer system, compatible software, and all other needed equipment that is capable of complete electronic monitoring and tracking on a 24-hour a day, seven days a week basis, including receiving communications from the participant's home and to communicate with both the participant and his monitoring and tracking equipment. This system shall meet the following requirements:

The system with all associated equipment and services shall be located in a secure, controlled access and air-conditioned facility.

The system shall be capable of continuously receiving, and storing data sent by home monitoring/tracking units.

The system shall have the ability to perform continuous signaling RF monitoring with a sufficient number of different curfew periods per day and on a customized schedule for each participant if necessary that is accessible by each officer via the Internet using a standard browser.

The continuous signaling electronic monitoring portion of the system should be proven reliable without the need for system or operator callback verification.

Alert notification should be available via automated paging (without the need for human involvement). Alpha pagers may receive a text message indicating the participant name, unit serial numbers, with the time and event that occurred. Numeric only pagers must receive the ten-digit participant telephone number followed by a code referencing the type of event that occurred.

The vendor shall provide an uninterruptible power supply for an instantaneous backup power source to prevent the loss of information and data in the event of short-term commercial power losses.

The vendor shall provide for an automatic back-up data on magnetic media for any electrical power loss. This backup procedure should also be performed at least on a daily basis to prevent data loss due to a system failure.

The vendor shall provide a complete identical back-up computer system in the event of a system malfunction that cannot be corrected within a reasonable period of time.

The central computer monitoring/tracking systems will utilize a compatible software program capable of reliably supervising and reporting for the entire electronic monitoring/tracking program. The software program should be user friendly, have open architecture, offer secure exchange data via the Internet using a conventional browser, and be flexible to changes as needs dictate. It should meet the following minimum requirements:

The computer system and software should provide for the exchange of monitoring/tracking information (including enrollment, data changes, monitoring/tracking reports, and terminations) between LDPSC officers and the Vendor's monitoring center facility and shall occur via secure, real-time access by approximately 500 LDPSC officers using their existing LDPSC computers/Internet access. Internet access shall be browser-based. Internet access requiring LDPSC to load any third-party software onto LDPSC computers will be considered noncompliant. Functions shall include but not be limited to:

New Enrollments -LDPSC officers should be able to complete a new participant enrollment including relevant personal information for each participant, including name, address, telephone number(s), equipment serial numbers, case officer name, curfew information and other pertinent information necessary to activate monitoring and/or tracking.

Data/Curfew Changes - Officers should be able to have direct access to make participant data and/or curfew changes without the need for faxing.

Caseload Review - A listing of all active participant names, associated transmitter/receiver serial numbers, the current real-time status of the participant including the single most recent event that was reported on this participant. Additional detail shall be available real-time providing the up to the minute events that have occurred for each participant.

Report Analysis - Officers will be able to generate and review monitoring/tracking reports on-screen and print hard copies where necessary.

Terminate Participants - LDPSC officers should be able to terminate monitoring/tracking on any participant on their caseload.

Vendor will provide secure access passwords for LDPSC officers to access data via the Internet. Vendor must ensure that access to data is readily available yet accessible only to authorized LDPSC officers. LDPSC will provide, support and maintain officer computers, software (including Microsoft Internet Explorer or Netscape web browser version 4.0 or later), Internet access, and local telephone services for Internet access. Data access must be real-time. Internet access shall be browser-based.

The system shall enable officers with properly configured laptop and/or home personal computers (including Microsoft Internet Explorer or Netscape web browser version 4.0 or later) to access their caseloads from home or any location via Internet access using the password from the vendor.

It should supervise and log results for various types of monitoring and tracking to include continuous signaling, random tracking and scheduled tracking. The software program shall be a single platform, multi-integrated system, allowing each participant to be monitored/tracked by anyone, combination, or all of the above types of technology.

The system should provide the officer with the ability to select from a standard set of participant monitoring/tracking reports on-line through secure Internet access. Officers shall generate their own reports and print hard copies as needed. It is also required that data for participants enrolled on both continuous signaling and tracking technologies have all data for both technologies on one report format with one consistent terminology. Vendors will include sample copies of each type of report with their proposal. The minimum acceptable report formats are as follows:

<u>Daily Status Report</u> A chronological list of all compliant and non-compliant activity including date and time of occurrence based on the report dates requested. The report shall also include participant name, complete curfew schedule, monitoring center comments, reference to any exceptions, and equipment description.

Exceptions Only Report A roster of all active participants being electronically monitored followed by a listing of only the exception for those participants who had at least one exception. (No compliant data should be reflected on this report.)

<u>Exceptions With Activity Report A similar roster and format to the Exceptions Only Report however, both compliant and non-compliant data are listed for those participants who had at least one exception.</u>

E. Voice Tracking System

The vendor will provide a Voice Identification System that with will monitor offenders with random and scheduled phone calls. The system shall have the following minimum requirements:

The system must have the ability to identify the offender's presence at a prescribed location

The system must work by comparing an offender's voice to a "voice print," or digitized representation of the offender's voice.

The system must allow instant, audible voice verification replay sessions via the Internet.

The system must allow total voice enrollment, including voice print in under 30 minutes

The system must have the ability to place outbound calls and/or receive inbound calls

Call schedules and alert notification options must be variable by offender case

The system must have the ability to individually set the number of acceptable failures before an alert is generated.

The system must allow alert notifications through e-mail, pager, or fax.

The system must have such hardware and software security features as necessary to be tamper resistant. If the system requires agencies to manage outbound calling schedules, it must allow access only by authorized personnel with remote access via Internet and/or via toll free dial-in remote.

The system must allow on screen access to offender compliance history.

If the system makes outbound calls to participants locations, the system must have the ability to individually set the range between retry calls (after busy signal or a no answer) and the maximum number of attempts to verify within a verification call.

The system must have the ability to allow an officer to view and print summary and analytical reports as needed to alert supervising officers and/or agency personnel via e-mail, fax, alphanumeric page and/or mobile data devices.

The system must have the ability to fax, page, or e-mail an office or officer.

The system must be capable of recording and printing the name of the offender and the date and time of any violation.

The tracking system must provide tracking of the participant in multiple locations such as home, work, school and treatment through the use of any common land line telephone or advanced technology for location and verification.

The tracking system, at a minimum, shall track the participant randomly and on a scheduled basis while at home and away. It must be capable of:

- a) Accurately verifying the presence of the participant/unit
- b) Confirming the location/phone number of the participant/unit
- c) Verifying the date and time of the tracking event

The tracking system should enable the officer to set an optional quiet period when no alarms occur. The system shall automatically randomize the number of alarms and the times alarms occur from day to day and not require regular officer grooming of calling schedules.

The verification process shall confirm the participant's location via caller ID/Automatic Telephone Number Identification whereby, the computer will compare each telephone number the participant calls from against a listing of approved telephone numbers provided by the officer at enrollment.

For participants where Caller ID/Automatic Telephone Number Identification does not operate, the tracking system shall automatically requests the telephone number from the participant, hang up, then call the participant back at the number to verify.

The system must be able to identify and differentiate between compliant responses, missed responses, late responses, system tampering/fraud, and unauthorized locations. The system must provide all unauthorized telephone number for further review or investigation by the officer.

F.TRAINING

The vendor, at no cost to the LDPSC, must provide training, written instructions, and necessary tools for approximately 500 LDPSC officers to attach, initialize, reset, and remove the participant's device as needed.

The vendor will provide a minimum of three (3) days on-site training and manuals for approximately 50 officers in the use of the equipment and system operation at no cost to the LDPSC. Training to include, but not be limited to: monitoring of equipment, operation/care of equipment; interpretation of alarms/violations/reports, accessing Internet data (including: enrollment, data changes, report review, and participant termination), and field installation of transmitters and receivers/monitors. An outline and time/date of this training program shall be submitted to LDPSC for approval.

Vendor must have at least one representative who is familiar with all aspects of this contract to train and support LDPSC on an ongoing basis throughout the contract term. Representative must be available to address inquiries and/or issues with the contract. Representatives must have experience in dealing with electronic monitoring programs.

The vendor shall provide material, to be used by officers, to instruct the participants and their family on the use and care of the home monitoring unit. LDPSC will be responsible for distributing this material to program participants.

G. ACCESSORIES. SPARES. LOST/DAMAGED/STOLEN EOUIPMENT

The vendor shall provide necessary tools, straps (4/unit/year), and other accessories for attaching and removing the participant's devices.

Vendor must provide both transmitter installation, activation, reset and removal instructions.

At no additional cost, the vendor shall supply an inventory of spare participant equipment and devices. The quantity supplied will be equal to at least 10% of the Department's active units.

The stock (10%) will be available to the LDPSC at all times. The vendor shall have five (5) working days to replenish requested stock. All units shall be maintained at the Department office for use as immediate replacements, when needed. LDPSC will return units in excess of 10% within 30 days or accept charges for equipment over 10% at the standard daily rate.

The vendor shall maintain the equipment and spares in good operating condition and arrange for five (5) day replacement when necessary. The Department will be responsible for providing immediate substitute equipment to participants from the spare stockpile. Requests by LDPSC for prompter delivery will be accommodated at LDPSC expense.

LDPSC shall not be held responsible for equipment lost, damaged, or stolen by participants

vendor shall be responsible for replacing lost/damaged/stolen units.

The average number of lost, stolen or damaged units is estimated to be (5%) five to (10%) ten percent annually. Vendor should also offer a per diem charge for additional replacement units to be paid by LDPSC for any loss/damage overages. All equipment is to be owned and maintained at vendor's expense.

H. TECHNICAL AND OPERATIONAL SUPPORT

The vendor shall have technical and operational telephone support available on a toll-free basis, 24 hours per day, 7 days per week, during the entire period to be contracted. The vendor shall also provide on-site support at no cost to the LDPSC when required. The on-site support may be requested when it is determined the problem cannot be corrected by vendor's telephone support or equipment replacement using on-site spares.

A service representative shall be available as an expert witness, for the cost of reasonable expenses only, should the agency require testimony in court.

Vendor shall provide statistical and/or management information reports that are available. In the even additional reports are required LDPSC will pay a nominal fee for such reports.